

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: Jacqueline Whitfield )  
 )  
 ) Case No.  
 ) Chapter 13  
SSN: XXX-XX- 4111 )  
 ) Hearing Date:  
 ) Hearing Loc:  
 )  
Debtors

**CHAPTER 13 PLAN**

<b>1.1</b>	<b>A limit on the dollar amount of a secured claim, which may result in a partial payment or no payment at all to the secured creditor.</b>	<input type="checkbox"/> <b>Included</b> <input checked="" type="checkbox"/> <b>Not Included</b>
<b>1.2</b>	<b>Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest.</b>	<input type="checkbox"/> <b>Included</b> <input checked="" type="checkbox"/> <b>Not Included</b>
<b>1.3</b>	<b>Nonstandard provisions set out in Part 5.</b>	<input checked="" type="checkbox"/> <b>Included</b> <input type="checkbox"/> <b>Not Included</b>

**Part 1. NOTICES**

**TO DEBTORS:** This form sets out options that may be appropriate in some cases, but the presence of an option does not indicate that the option is appropriate in your circumstances or that it is permissible in the Eastern District of Missouri. **Plans that do not comply with local rules and judicial rulings may not be confirmable.**

**TO CREDITORS:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment, you or your attorney must file an objection to confirmation in accordance with the Eastern District of Missouri Local Bankruptcy Rule 3015. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. **YOU MUST FILE A TIMELY PROOF OF CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED IN THE PLAN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM.**

**Part 2. PLAN PAYMENTS AND LENGTH OF PLAN**

**2.1 Plan Payments.** Debtor is to make regular payments to the Chapter 13 Trustee as follows: (complete one of the following payment options)

(A) \$ 670 per month for 60 months.

(B) \$\_\_\_\_\_ per month for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months.

(C) A total of \$\_\_\_\_\_ through \_\_\_\_\_, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months beginning with the payment due in \_\_\_\_\_, 20\_\_\_\_\_.

2.2 **Tax Refunds.** Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums.** Debtor shall send additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

### **Part 3. DISBURSEMENTS**

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee.** Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages.** Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD (6 months or less)
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### **3.3 Pay the following sub-paragraphs concurrently:**

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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Selene Finance	\$1023	Debtor
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(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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3.4 **Attorney Fees.** Pay Debtor's attorney \$2400\_\_\_\_\_ in equal monthly payments over \_\_\_\_18\_\_\_\_ months (no less than 18 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST
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Selene Finance	\$24,000	48 months	RATE 0%
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(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 6.25% interest:

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
		60 months	

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 6.25% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
Credit Acceptance	\$9,500	\$4,365	60 months	\$5,129

(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay \$2400 of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by

Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
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3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$239,822. Amount required to be paid to non-priority unsecured creditors as determined by §1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$\_\_\_\_0\_\_\_\_\_. Amount required to be paid to nonpriority unsecured creditors as determined by §1325(b) calculation: \$\_\_\_\_0\_\_\_\_\_. Debtor guarantees a minimum of \$\_\_\_\_0\_\_\_\_ (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s). (Choose one).

- ☐ Any deficiency shall be paid as non-priority unsecured debt.
- ☐ The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral.

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance will be paid as non-priority unsecured debt:

CREDITOR	CONTRACT/LEASE
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#### **Part 4. OTHER STANDARD PLAN PROVISIONS**

4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).

4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.

4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.

4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.

4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.

4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

4.7 All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.

4.8 Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such claimant.

## **Part 5. NONSTANDARD PLAN PROVISIONS**

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

**The following plan provisions will be effective only if there is a check in the box "included" in Part 1 of this Plan:**

**5.1** \_\_\_\_ Debtor will notify the Trustee of any settlements that exceed the exemptions and a liquidation analysis can be performed at that time. \_\_\_\_\_

**5.2**

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**Part 6. VESTING OF PROPERTY OF THE ESTATE**

6.1 Title to Debtor's property shall re-vest in Debtor(s) upon confirmation.

**Part 7. CERTIFICATION**

**The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.**

DATE: 1/11/2019

DEBTOR: /s/ Jacqueline Whitfield

DATE: 1/11/2019

/s/ Andrew Kirkwood Smith  
Andrew Kirkwood Smith 61641MO  
Attorney for Debtor  
26A North Central Avenue  
Clayton, MO 63105  
Phone: 314-740-2989 Fax: 314-781-2695  
aksmithlaw@gmail.com

***Certificate of Service***

I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, first class, postage fully pre-paid, addressed to the parties listed below on January 11, 2019.

Diana Daugherty  
Chapter 13 Trustee  
PO Box 430908  
St. Louis, MO 63143

Office of the United States Trustee  
111 South 10th Street  
Suite 6.353  
St. Louis, MO 63102

American First Finance  
PO Box 565848  
Dallas, TX 75356

American Home Shield  
PO Box 2803  
Memphis, TN 38101

American Profit Recovery  
34405 W 12 Mile Road, Suite 379  
Farmington, MI 48331

Atlas Restoration  
820 Sun Park Drive  
Fenton, MO 63026

ATT  
PO Box 10330  
Fort Wayne, IN 46851

Bank of America  
Attn: Correspondence Unit/CA6-919-02-41  
Po Box 5170  
Simi Valley, CA 93062

Barnes Jewish Hospital  
PO Box 954540  
Saint Louis, MO 63195

BJC Healthcare  
PO Box 958410  
Saint Louis, MO 63195

Cap One  
Po Box 30253  
Salt Lake City, UT 84130

Charter Communications  
PO Box 790086

Saint Louis, MO 63179

Citibank Usa  
Citicorp Credit Services/Attn:Centralize  
Po Box 20507  
Kansas City, MO 64195

Collector of Revenue Water Department  
1200 Market Street  
Saint Louis, MO 63103

Comenity Bank/womnwthn  
4590 E Broad St  
Columbus, OH 43213

Comprehensive Path Services  
PO Box 842049  
Kansas City, MO 64184

Consumer Collection Management  
PO Box 1839  
Maryland Heights, MO 63043

Convergent Outsourcing  
PO Box 9004  
Renton, WA 98057

Credit Acceptance  
Po Box 513  
Southfield, MI 48037

Credit Collection Services  
Two Wells Avenue  
Newton Center, MA 02459

Credit Management Lp  
4200 International Pkwy  
Carrollton, TX 75007

Cybrcollect Inc (Returned Check Gateway)  
3 Easton Oval Ste 210  
Columbus, OH 43219

Diversified Consultant (ATT)  
P O Box 551268  
Jacksonville, FL 32255

Eastern Account System (Spectrum)  
75 Glen Rd Ste 310

Sandy Hook, CT 06482

Enhanced Recovery Co L (Directv)  
8014 Bayberry Rd  
Jacksonville, FL 32256

Fed Loan Serv  
Po Box 60610  
Harrisburg, PA 17106

Geico  
One Geico Plaza  
Bethesda, MD 20810

Gregory Daly Collector  
1200 Market Street, Room 110  
Saint Louis, MO 63103

Hsbc / Aib  
6602 Convoy Court  
San Diego, CA 92111

Hsbc Bank  
95 Washington Street  
Buffalo, NY 14203

Hsbc Mortgage Corp Usa  
2929 Walden Ave  
Depew, NY 14043

LCA Collections  
PO BOX 2240  
Burlington, NC 27216

Loancare Servicing Ctr  
3637 Sentara Way  
Virginia Beach, VA 23452

Mca Mgmnt Co (Total Access)  
Po Box 480  
High Ridge, MO 63049

Medical Revenue Services  
PO Box 938  
Vero Beach, FL 32961

Missouri Payday Loans  
3717 S Kingshighway Blvd  
Saint Louis, MO 63109

Mohela  
633 Spirit Dr  
Chesterfield, MO 63005

MSD  
PO Box 437  
Saint Louis, MO 63166

Navient  
PO Box 9430  
Wilkes Barre, PA 18773

Paramount Recovery (SSM)  
Attn: Bankruptcy  
Po Box 788  
Lorina, TX 76655

Paylance  
Po Box 1145  
La Crosse, WI 54601

Pioneer Credit  
20 Parker Lane  
Perry, NY 14530

PNC Bank  
PO Box 2155  
Rocky Mount, NC 27802

Progressive Financial Services  
PO Box 22083  
Tempe, AZ 85285

Sallie Mae  
Attn: Claims Department  
Po Box 9500  
Wilkes-Barre, PA 18773

Sams Club / GEMB  
Attention: Bankruptcy Department  
Po Box 103104  
Roswell, GA 30076

Saxon Mortgage Service  
Po Box 161489  
Fort Worth, TX 76161

Saxon Mtg

3701 Regent Blvd  
Irving, TX 75063

Selene Finance LP  
9990 Richmond Avenue  
Suite 400 South  
Houston, TX 77042

Source Receivables Mng (Sprint)  
4615 Dundas Dr Ste 102  
Greensboro, NC 27407

Sprint  
PO Box 660075  
Dallas, TX 75266

SRA Associates (Wells Fargo)  
PO Box 4115  
Concord, CA 94524

Stlpolice Cu  
1200 Clark St  
St Louis, MO 63103

Sun Loan Company  
9855 St Charles Ro  
Saint Ann, MO 63074

Syncb/sams Club  
Po Box 965005  
Orlando, FL 32896

Td Auto Finance  
Po Box 9223  
Farmington Hills, MI 48333

Terminix  
PO Box 742592  
Cincinnati, OH 45274

TMobile  
PO Box 742596  
Cincinnati, OH 45274

Total Access Urgent Care  
6900 Chippewa St  
Saint Louis, MO 63109

TruGreen  
PO Box 9001128  
Louisville, KY 40290

Washington Un  
7425 Forsyth Blvd  
St Louis, MO 63105

Wells Fargo Hm Mortgag  
8480 Stagecoach Cir  
Frederick, MD 21701

Westside Surgical  
5120 Woodway Drive, Suite 7012  
Houston, TX 77056

Wfs Financial/Wachovia Dealer Srvs  
Po Box 3569  
Rancho Cucamonga, CA 91729

/s/ Andrew Smith  
Andrew Smith